

Recorded 09/01/2016 03:18PM

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CINDY MASON
Clerk Superior Court, Columbia County
B 10528 P 0067-0075

CLERK
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2016 SEP -1 PM 3:18
10528 PAGE 67-75
CINDY MASON, CLERK

After Recording Return to:

Darren G. Meadows
Hull Barrett, P.C.
801 Broad Street, 7th Floor
Augusta, GA 30907
706-722-4481

Please cross reference to:

Deed Book 5636, page 289

STATE OF GEORGIA
COUNTY OF COLUMBIA

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:

Columbia Square Investors, LLC
4022 Washington Road,
Martinez, Georgia 30907

Grantee/Holder:

The AXA Equitable Life Insurance Company
1290 Avenue of the Americas
New York, NY 10104

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Parties with interest in the Property:

Gerald Jones Volkswagen, Inc.
(Tenant as of March 1, 2016)
C/O Scott Klosinski, Esq.
7 George C Wilson Court
Augusta, GA 30909

Property:

The property subject to this Environmental Covenant is that 0.26 acre parcel, as more fully shown and delineated on that Environmental Covenant Area Plat prepared by H&C Surveying, Inc. Randell E. Cook, GRPLS# 2270, for Columbia Square Investors, LLC, dated September 22, 2015 and recorded at at Plat Cabinet H, Slide 149, #5 in the Office of the Clerk of Superior Court of Columbia County, Georgia.

****NOTE:** *An Affidavit providing notice of the listing by EPD on the Hazardous Site Inventory of a 4.14 acre tract of land containing the above-described Property was recorded on September 18, 2006 at Columbia County Deed Book 5636, page 289 (the "Prior Affidavit.") Based upon data contained in the Administrative Records described herein below, EPD has concurred that the above-described 0.26 acre Property is the ONLY portion of the 4.14 acres described in the Prior Affidavit which is affected by the release, and therefore the remainder of the larger tract of land which is not described as part of the Property defined above is NOT subject to this Environmental Covenant and is NOT deemed to have been affected by the release which resulted in the listing of the site on the Hazardous Site Inventory. This Environmental Covenant shall be deemed to amend the Prior Affidavit to substitute the Property description set forth above in place of the property description contained in the Prior Affidavit.*

Tax Parcel Number(s):

That 0.26 acre portion of Columbia County, Georgia tax parcel ID # 079-087, as shown on that plat referenced above.

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents:

- Voluntary Remediation Program Revised Compliance Status Report, dated April 28, 2015, and Summary of Additional Voluntary Corrective Action Activity dated September 21, 2015 for the former Vogue Cleaners, HSI Site No. 10394, 4018 Washington Road, Martinez, Columbia County, Georgia (the "VRP CSR.")

These documents are available at the following location:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

These documents are also available online at: <http://www.gaepd.org/Documents/vrp.html>.

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Columbia Square Investors, LLC, its successors and assigns, The AXA Equitable Life Insurance Company, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release on the Property of Tetrachloroethene, which is a "regulated substance" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). Corrective Action consisting of a series of treatment methods has been performed to reduce the level of regulated substances on the Property, and institutional controls including limitation of property usage to non-residential and other restrictions as further described herein are being implemented to further protect human health and the environment.

Grantor, Columbia Square Investors, LLC (hereinafter "Columbia Square"), hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of The AXA Equitable Life Insurance Company and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Columbia Square makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of The AXA Equitable Life Insurance Company, EPD, Columbia Square, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, The AXA Equitable Life Insurance Company or its successors and assigns, Columbia Square or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall provide the recorded location of the Environmental Covenant.
3. Periodic Reporting. The Property Owner shall inspect the Property and applicable Property instruments at least annually to ensure compliance with this document. Annually, by no later than one year following the effective date of this Environmental Covenant, the Property Owner shall complete and submit to EPD the Annual Property Evaluation Form attached to this document as Exhibit A.
4. Activity and Use Limitation(s).
 - a. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Columbia County's zoning regulations as of the date of this Environmental Covenant.
 - b. Prior to conducting any subsurface excavation on the Property, the party intending to engage in such excavation shall contact EPD and follow such instructions as EPD may provide for appropriate protective measures to be employed in such excavation.
 - c. Any party planning new building construction or modifications to the foundation of the existing buildings on the Property shall conduct a vapor intrusion risk assessment and employ appropriate mitigation measures, if indicated as necessary by the risk assessment.
5. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
6. Right of Access. In addition to any rights already possessed by EPD and/or The AXA Equitable Life Insurance Company, the Owner shall allow authorized representatives of EPD and/or The AXA Equitable Life Insurance Company the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
7. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file or shall arrange to have filed this Environmental Covenant with the Columbia County Clerk of Superior Court, and send or arrange to have sent a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send or arrange to have sent a file-stamped copy to each of the following: (1) The AXA Equitable Life Insurance Company, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
8. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*

9. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
10. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1456, East Tower
Atlanta, GA 30334

The AXA Equitable Life Insurance Company
1290 Avenue of the Americas
New York, NY 10104

Columbia Square Investors, LLC
C/O Darren G. Meadows
Hull Barrett, PC
801 Broad Street, 7th Floor
Augusta, GA 30901

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 30th day of Aug., 2016.

Signed, sealed and delivered in New York
in the presence of:

[Signature]

Unofficial Witness

Caterina Gallina

Notary Public

My Commission Expires: 4.29.18

(Notarial Seal)

CATERINA GALLINA
Notary Public, State of New York
No. 01GA5059626
Qualified in Queens County
Commission Expires April 29, 201418

Grantee/Holder:

The AXA Equitable Life Insurance Company

By: [Signature]

As its: Director, Real Estate

DATE: July 29 2016

SEAL



Signed, sealed and delivered in GA
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 2-10-17

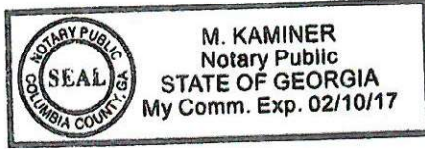
(Notarial Seal)

Grantor:

Columbia Square Investors, LLC

By: [Signature]
Managing Member

SEAL



Signed, sealed and delivered in Georgia
in the presence of:

Doralyn S. Kirkland

Doralyn S. Kirkland
Unofficial Witness

Latashia Hughes
Notary Public

My Commission Expires: 8/28/18

(Notarial Seal)

Latashia Hughes
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires
08/28/2018

Grantee/Enforcement Agent:

Georgia Department of Natural Resources
Environmental Protection Division

By: R. M. E. Q. J.

As its: Director

DATE: 8/30/16

SEAL

Exhibit A
ANNUAL PROPERTY EVALUATION FORM

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
	2	Have the conditions of the site property and/or surrounding properties been modified such that they would change the exposure determinations pursuant to the Voluntary Remediation Program Compliance Status Report?		
	2a	If yes to 2 provide a written explanation (attached) to EPD within 30 days.		
	3	Is there any use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial purpose?		
	3a	If yes to 3, provide a written explanation (attached) to EPD within 30 days.		
	4	Is there any use of groundwater for drinking water purposes from beneath the surrounding properties with Environmental Covenants pursuant to the Voluntary Remediation Program Compliance Status Report?		
	4a	If yes to 3, provide a written explanation (attached) to EPD within 30 days.		
Property Instruments	5	Are all tenants/leases aware of the property use limitations for the site?		
	5a	If no to 5, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	6	Date of inspection:		
	6a	Name of inspector:		
	6b	Photographs showing current land use (attached)		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

LEGAL DESCRIPTION:**ENVIRONMENTAL COVENANT AREA No. 1**

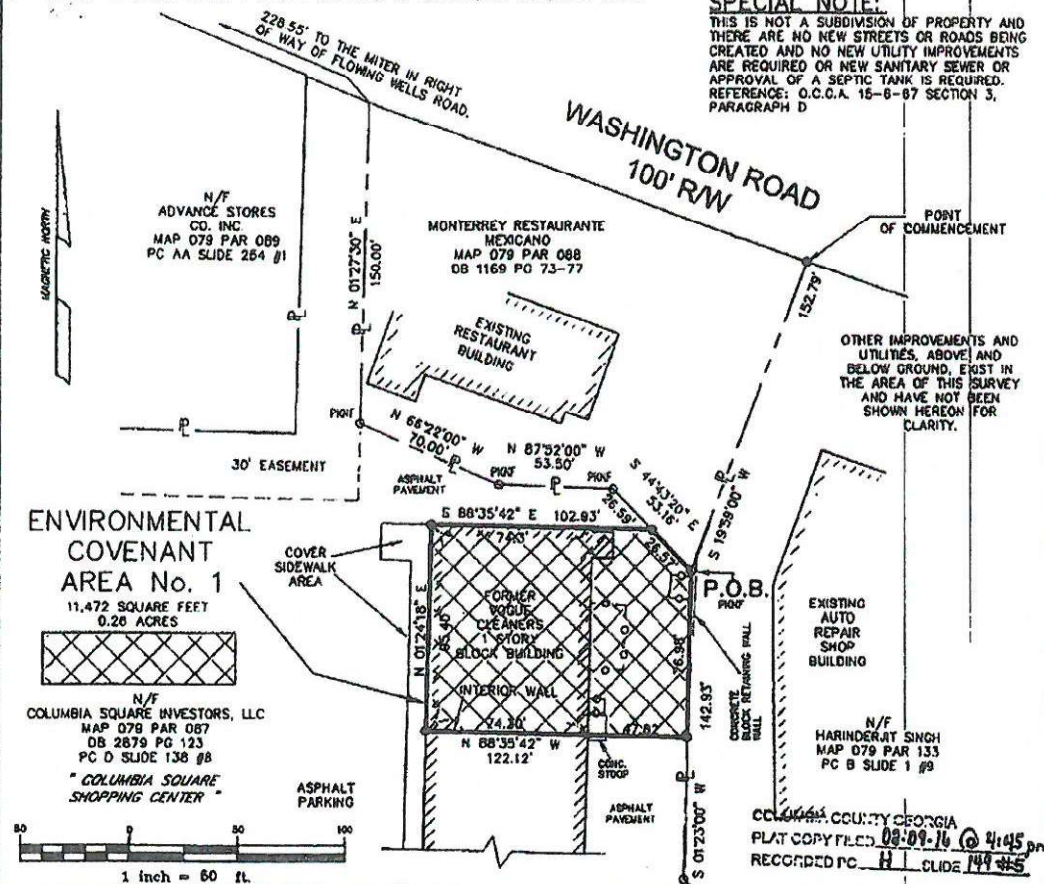
ALL THAT AREA, NAMED ENVIRONMENTAL COVENANT AREA No. 1 lying and being in the 125-Ath Georgia Militia District of Columbia County, Georgia and being more fully described as follows:

Commencing at a point on the Southern right-of-way line of Washington Road (Georgia State Highway No. 104) at its intersection with the property line between the lands of Harinderjit Singh and Monterrey Restaurante Mexicano; thence along the property line between the lands of Harinderjit Singh and Monterrey Restaurante Mexicano, South 19 deg. 59 min. 00 sec. West for a distance of 152.78' feet to a found PK Nail; said PK Nail being the Point of Beginning of Environmental Covenant Area No. 1; thence along the property line between the lands of Harinderjit Singh and Columbia Square Investors, LLC, South 01 deg. 23 min. 00 sec. West for a distance of 76.98 feet to a computed point; thence leaving the property line between the lands of Harinderjit Singh and Columbia Square Investors, LLC, and proceeding through the lands of Columbia Square Investors, LLC, along the Southern limits of Environmental Covenant Area No. 1, the Southern limits being along the alignment of an interior wall of an existing building, North 88 deg. 35 min. 42 sec. West for a distance of 122.12 feet to a computed point at the intersection of the interior wall and the western exterior face of the existing building; thence continuing through the lands of Columbia Square Investors, LLC along the Western limits of Environmental Covenant Area No. 1, the Western limits being the exterior face of the existing building, North 01 deg. 24 min. 18 sec. East for a distance of 95.40 feet to a computed point at the intersection of the Western face and the Northern face of the existing building; thence along the Northern limits of Environmental Covenant Area No. 1, the Northern limits being the exterior face of the existing building, South 88 deg. 35 min. 42 sec. East for a distance of 102.93 feet to a computed point at the intersection of the Northern limits of Environmental Covenant Area No. 1, and the property line between the lands of Columbia Square Investors, LLC and Monterrey Restaurante Mexicano; thence along the property line between the lands of Columbia Square Investors, LLC and Monterrey Restaurante Mexicano, South 44 deg. 43 min. 20 sec. East for a distance of 26.57' feet to a found PK Nail; said PK Nail being the Point of Beginning of Environmental Covenant Area No. 1.

Environmental Covenant Area No. 1 contains 0.26 acres or 11,472 square feet plus or minus.

SPECIAL NOTE:

THIS IS NOT A SUBDIVISION OF PROPERTY AND THERE ARE NO NEW STREETS OR ROADS BEING CREATED AND NO NEW UTILITY IMPROVEMENTS ARE REQUIRED OR NEW SANITARY SEWER OR APPROVAL OF A SEPTIC TANK IS REQUIRED. REFERENCE: O.C.C.A. 15-6-67 SECTION 3, PARAGRAPH D



ENVIRONMENTAL COVENANT AREA PLAT PREPARED FOR COLUMBIA SQUARE INVESTORS, LLC

THE PURPOSE OF THIS MAP IS TO SHOW THE FIELD SURVEYED LOCATION OF THE ENVIRONMENTAL COVENANT AREA ON THE LANDS OF COLUMBIA SQUARE INVESTORS, LLC, KNOWN AS "COLUMBIA SQUARE SHOPPING CENTER" AND ALSO AS TAX MAP PARCEL 079 087.

THE BOUNDARY INFORMATION SHOWN HEREON WAS THE BASIS FOR THE FIELD SURVEY AND WAS TAKEN FROM A PLAT PREPARED BY EAST METRO SURVEYORS AND ENGINEERS, INC., AND RECORDED IN PLAT CABINET D, SLIDE 138, # 8.

DATE: SEPTEMBER 22, 2015

SCALE: 1" = 50'

125-Ath G.M.D. OF COLUMBIA COUNTY, GEORGIA

PREPARED BY:



3822-E COMMERCIAL COURT P. O. BOX 211525
MARTINEZ, GA 30917 (708)863-3483
JOB NO. 150705

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-3 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



EQUIPMENT USED
ELEC. THEODOLITE & DIST. METER
TRAY. CLOSURE N/A (RADIAL)
MAP CHECK: 1:42,400
LEGEND
P.N.T. = METAL NAIL FOUND
- O - = EXISTING FENCE
● = COMPUTED POINT
P = EXISTING PROPERTY LINE

9-22-15